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UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA

CENTER FOR INDEPENDENT LIVING,
INC., JANET BROWN, and LISA KILGORE
on behalf of themselves and all others
similarly situated,

Plaintiffs,

v.
WAL-MART STORES, INC.,

Defendant.

Case No. 3:12-CV-03885-CRB

**STIPULATION OF VOLUNTARY
DISMISSAL OF CASE & RETENTION
OF JURISDICTION TO ENFORCE
SETTLEMENT AGREEMENT**

Judge: Hon. Charles R. Breyer

Action filed: July 25, 2012

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Pursuant to Federal Rule of Civil Procedure 41(a)(1)(A)(ii), Plaintiffs CENTER FOR INDEPENDENT LIVING, INC., JANET BROWN, and LISA KILGORE (collectively, “CIL Plaintiffs”) and Defendant WAL-MART STORES, INC. (“Wal-Mart”), by and through undersigned counsel, hereby stipulate that, contingent on this court retaining jurisdiction as set forth below, CIL Plaintiffs’ claims against Wal-Mart are voluntarily dismissed with prejudice, the class allegations are dismissed without prejudice, and the above-captioned case is dismissed as follows:

1. WHEREAS, pursuant to the non-class settlement agreement reached by and between
2 CIL Plaintiffs and Wal-Mart (the “CIL Agreement”)¹, attached as Exhibit A, all
3 individual claims of CIL Plaintiffs against Wal-Mart shall be dismissed, with prejudice,
4 upon the court entering an order retaining jurisdiction to enforce the terms of the CIL
5 Agreement;
6. WHEREAS this Court appointed CIL Plaintiffs’ counsel as interim class counsel
7 following consolidation of the above-captioned action with *Partida v. Wal-Mart Stores,*
8 *Inc.*, Case No. C 13-00305 KAW (Docket No. 27);
9. WHEREAS all individual claims of Plaintiff GEORGE PARTIDA alleged against
10 Defendant WAL-MART STORES, INC. in consolidated Case No. C 13-00305 CRB
11 were voluntarily dismissed, with prejudice, on September 13, 2016 (Docket No. 76);
12. WHEREAS no class has been certified in this action; and
13. WHEREAS “[a] suit brought as a class action must as a general rule be dismissed for
14 mootness when the personal claims of all named plaintiffs are satisfied and no class has
15 been properly certified.” *Employers-Teamsters Local Nos. 175 & 505 Pension Trust*
16 *Fund v. Anchor Capital Advisors*, 498 F.3d 920, 924 (9th Cir. 2007) (internal quotation
17 and citation omitted).

The Parties respectfully request that this Court dismiss all class claims, without prejudice,

¹ The CIL Agreement is a non-confidential document with the exception of a confidential rider regarding the monetary portion of the settlement. The Parties can provide the confidential rider for the Court to review in camera should the Court determine this to be necessary.

1 and remove Interim Class Counsel's designation as such.

2 The Parties further request that the United States District Court for the Northern District
 3 of California, Judge Charles R. Breyer, retain jurisdiction over CIL Plaintiffs' individual claims
 4 for the term of the CIL Agreement to enforce the terms of the CIL Agreement. *Kokkonen v.*
 5 *Guardian Life Ins. Co. of Amer.*, 511 U.S. 375, 381-82 (1994) ("[T]he court is authorized to
 6 embody the settlement contract in its dismissal order (or, what has the same effect, retain
 7 jurisdiction over the settlement contract) if the parties agree."); see also *K.C. ex rel. Erica C. v.*
 8 *Torlakson*, 2012 WL 1380243, at *1 (N.D. Cal. Apr. 20, 2012). Should Judge Breyer become
 9 unavailable during the term of the CIL Agreement, the Parties shall request that another judge or
 10 magistrate judge be assigned authority over this matter. Each party shall bear their own fees and
 11 costs, except as otherwise provided for in the CIL Agreement.

12 **IT IS SO STIPULATED.**

13 Dated: January 19, 2017

Disability Rights Advocates

14 By: /s/ Rebecca S. Williford
 15 Rebecca S. Williford

16 Attorneys for Plaintiffs and Interim Class Counsel

17 Dated: January 19, 2017

Jones Day

18 By: /s/ Steven M. Zadravec
 19 Steven M. Zadravec

20 Counsel for Defendant
 21 WAL-MART STORES, INC.

22 **Filer's Attestation**

23 Pursuant to Civil Local Rule 5-1(i), I, Rebecca S. Williford, attest that concurrence in the
 24 filing of this document has been obtained.

25 Dated: January 19, 2017

By: /s/ Rebecca S. Williford
 26 Rebecca S. Williford